

FORMAL SESSION

REFERRAL

10-29-19.

**PUBLIC HEALTH  
AND SAFETY  
STANDING  
COMMITTEE**

OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3035148      100% City Funding – AMEND 1 – To Provide Residential Demolition Services for the Following, 5.13.2019 Group F of Forty-Seven (47) Properties District 6. – Contractor: Gayanga Co. – Location: 1120 W. Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Upon City Council Approval through July 16, 2020 – Total Contract Amount: \$1,074,146.00. Previously Approved by City Council on July 16, 2019. *Contract Amendment to Update Property Address from 8378 Burdeno to 8372 Burdeno.* HOUSING AND REVITALIZATION

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 3035148 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.

OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3038414      100% City Funding – To Provide Residential Demolition Services for the Following, 7.22.2019 Group F Twenty-Four (24) Properties. – Contractor: Gayanga Co. – Location: 1120 W. Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 17, 2020 – Total Contract Amount: \$566,552.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3038414 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.

**OFFICE OF CONTRACTING  
AND PROCUREMENT**

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3038415      100% City Funding – To Provide Residential Demolition Services for the Following, 7.22.2019 Group I Twenty-Five (25) Properties. – Contractor: Gayanga Co. – Location: 1120 W. Baltimore Suite 200, Detroit, MI 48202 – Contract Period: Upon City Council Approval through October 17, 2020 – Total Contract Amount: \$848,751.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           **BENSON**          

**RESOLVED**, that Contract No. 3038415 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.



OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2884051      100% City Funding – AMEND 4 – To Provide an Extension of Time for Five (5) Years and Increase of Funds (\$8,843,400.00 Per Year) to Continue the Use of the Detroit Detention Center to House Detainees and/or Arrestees. – Contractor: State of Michigan – Location: 206 East Michigan Avenue, Lansing, MI 48933 – Contract Period: Upon City Council Approval through July 31, 2024 – Contract Increase Amount: \$44,217,000.00 – Total Contract Amount: \$94,265,173.28. *Previous Contract Period: November 8, 2018 – August 1, 2019. POLICE*

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

BY COUNCIL MEMBER           BENSON          

**RESOLVED**, that Contract No. 2884051 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.

OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001034      100% City Funding – AMEND 1 – To Provide an Extension of Time and Increase of Funds for Vehicle Wash Services for the City of Detroit’s Police Department. – Contractor: Star Auto Wash & Detailing – Location: 18401 W Warren, Detroit, MI 48228 – Contract Period: Upon City Council Approval through October 31, 2020 – Contract Increase Amount: \$84,384.00 – Total Contract Amount: \$253,152.00. *Previous Contract Period: November 1, 2017 – October 31, 2019*  
**POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 6001034 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.

OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

6001036      100% City Funding – AMEND 1 – To Provide an Extension of Time and Increase of Funds for Vehicle Wash Services for the City of Detroit’s Police Department. – Contractor: Turbo Auto Wash – Location: 4119 E Davison, Detroit, MI 48212 – Contract Period: Upon City Council Approval through October 31, 2020 – Contract Increase Amount: \$70,320.00 – Total Contract Amount: \$210,960.00. *(SHEKIA) Previous Contract Period: November 1, 2017 – October 31, 2019*  
**POLICE**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 6001036 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.

OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037970      100% City Funding – To Provide an Emergency Demolition for Residential Property, 5750 Haverhill. – Contractor: Able Demolition, Inc. – Location: 5675 Auburn Road, Shelby Township, MI 48317 – Contract Period: Upon City Council Approval through November 5, 2020 – Total Contract Amount: \$17,877.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3037970 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.

OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3037979      100% City Funding – To Provide an Emergency Demolition for the Following Residential Properties, 4275, 4283 and 4293 Webb. – Contractor: Inner City Contracting – Location: 18701 Grand River, Detroit, MI 48223 – Contract Period: Upon City Council Approval through October 1, 2020 – Total Contract Amount: \$51,600.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3037979 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.

OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3038087      100% City Funding – To Provide an Emergency Demolition for Commercial Property, 19765 Fenmore. – Contractor: Leadhead Construction – Location: 1660 Midland, Detroit, MI 48238 – Contract Period: Upon City Council Approval through October 15, 2020 – Total Contract Amount: \$13,950.00. **HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3038087 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.

OFFICE OF CONTRACTING  
AND PROCUREMENT

October 23, 2019

HONORABLE CITY COUNCIL:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

3038094      100% City Funding -- To Provide an Emergency Demolition for Commercial Property, 14820 W Grand River. -- Contractor: Inner City Contracting -- Location: 18701 Grand River, Detroit, MI 48223 -- Contract Period: Upon City Council Approval through October 15, 2020 -- Total Contract Amount: \$34,880.00.  
**HOUSING AND REVITALIZATION**

Respectfully submitted,

Boysie Jackson, Chief Procurement Officer  
Office of Contracting and Procurement

**BY COUNCIL MEMBER**           BENSON          

**RESOLVED**, that Contract No. 3038094 referred to in the foregoing communication dated October 23, 2019, be hereby and is approved.



October 23, 2019

**TO: HONORABLE CITY COUNCIL**

**Re:** Contracts and Purchase Orders Scheduled to be considered at the Formal Session for July 16, 2019

Please be advised that the Contract listed was submitted on July 11, 2019 for the City Council Agenda for July 16, 2019 has been amended as follows:

1. The **Purchase Order Number and Amount** were Corrected and Revised by the Office of Contracting and Procurement. Please see the correction(s) below:

**Submitted as:** Page 4

**MUNICIPAL PARKING**

**3035255** 100% City Funding – To provide FY18/FY19 Invoice Payment. Mobile and Merchant Fees for MPD Park Detroit Meters Online Payment and Processing – Contractor: Passport Labs, Inc. – Location: 128 S. Tryon Street, Suite 2200, Charlotte, NC 28202 – Contract Period: One Time Purchase – **Total Contract Amount: \$525,000.00.**  
*Waiver of Reconsideration Requested*

**Submitted as:** Page 4

**MUNICIPAL PARKING**

**3036985** 100% City Funding – To provide FY18/FY19 Invoice Payment. Mobile and Merchant Fees for MPD Park Detroit Meters Online Payment and Processing – Contractor: Passport Labs, Inc. – Location: 128 S. Tryon Street, Suite 2200, Charlotte, NC 28202 – Contract Period: One Time Purchase – **Total Contract Amount: \$486,955.00.**  
*Waiver of Reconsideration Requested*

Respectfully Submitted,

  
Boysie Jackson  
Chief Procurement Officer  
BJ/AV



BY COUNCIL MEMBER: \_\_\_\_\_

RESOLVED, that **Contract #3036985** referred to in the foregoing communication dated July 11, 2019 be hereby and is approved.



CITY OF DETROIT  
BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, FOURTH FLOOR  
DETROIT, MICHIGAN 48226  
(313) 224-2733 • TTY: 711  
WWW.DETROITMI.GOV

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Date: October 19, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**  
**ADDRESS: 20243 Westphalia**  
**NAME: 3220 Carlin LP**  
**Demolition Ordered: July 7, 2014**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, October 15, 2019 that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
  - Certificate of Acceptance related to building permits
  - Certificate of Approval as a result of a Housing Inspection
  - Certificate of Compliance, required for all rental properties
4. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).
5. The yards shall be maintained clear of overgrown vegetation, weeds, junk and debris at all times.
6. Prior to seeking a permit extension, the owner must contact BSEED and request to extend the deferral period.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell  
Director

DB:bkd

cc: Alhambra-Atlantic LP, 2244 N. Bullis RD, Compton, CA 90221  
Alhambra-Atlantic LP, P.O. Box 5662, Compton, CA 90224

CITY CLERK 2019 OCT 21 AM 8:49



CITY OF DETROIT  
BUILDINGS, SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, FOURTH FLOOR  
DETROIT, MICHIGAN 48226  
(313) 224-2733 • TTY:711  
WWW.DETROITMI.GOV

41

Date: October 19, 2019

HONORABLE CITY COUNCIL

RE: **RECOMMENDATION FOR DEFERRAL**  
**ADDRESS: 18160 Goddard**  
**NAME: 3220 Carlin LP**  
**Demolition Ordered: July 7, 2014**

In response to the request for a deferral of the demolition order on the property noted above, the Buildings, Safety Engineering and Environmental Department (BSEED) submits the following information:

A special inspection conducted on, October 15, 2019 that the building is secured and appears to be sound and repairable. The owner has paid all taxes and is current. The proposed use of the property is owner's use and occupancy. **This is the 1<sup>st</sup> deferral request for this property.**

Therefore, we respectfully recommended that the demolition order be deferred for a period of six months subject to the following conditions:

1. A permit for rehabilitation work shall be applied for within ten (10) business days from the date of the City Council decision.
2. BSEED will schedule a Progress Inspection within forty-five (45) calendar days from the date of the rehabilitation permit to determine whether substantial progress has been made. Thereafter, the owner must submit to BSEED detailed inspection reports, with photos showing evidence of the work completed, every forty-five (45) calendar days, for the duration of the rehabilitation work, to demonstrate that substantial progress has been made during the approved time frame for rehabilitation.
3. The building shall have all imminently hazardous conditions immediately corrected, be maintained, and securely barricaded until rehabilitation is complete. Rehabilitation work is to be completed within six (6) months, at which time the owner will obtain one of the following from this department:
  - Certificate of Acceptance related to building permits
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We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been satisfied and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not followed, the deferral may be rescinded by the City Council at any time and we may proceed with demolition without further notice. In addition, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

Any request exceeding three (3) deferrals must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

David Bell  
Director

DB:bkd

cc: 3220 Carlin LP, 2244 North Bullis RD, Compton, CA 90221  
3220 Carlin LP, P.O. Box 5662, Compton, CA 90224

CITY CLERK 2019 OCT 21 AM 8:49



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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September 17, 2019

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Authorization to submit a grant application to the United States Conference of Mayors (USCM) for the FY 2020 Childhood Obesity Prevention Grant**

The Detroit Health Department is hereby requesting authorization from Detroit City Council to submit a grant application to the United States Conference of Mayors (USCM), for the FY 2020 Childhood Obesity Prevention Grant. The amount being sought is \$150,000.00. There is no required match for this grant. The total project cost is \$150,000.00.

The FY 2020 Childhood Obesity Prevention Grant will enable the department to:

- Implement improved healthy food and physical activity policies and systems at early child care and afterschool programs.

We respectfully request your approval to submit the grant application by adopting the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:

Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

CITY CLERK COPY OCT 22 11:00 AM

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Health Department has requested authorization from City Council to submit a grant application to the United States Conference of Mayors (USCM), for the FY 2020 Childhood Obesity Prevention Grant in the amount of \$150,000.00, to implement improved healthy food and physical activity policies and systems at early child care and afterschool programs; now

**THEREFORE BE IT RESOLVED**, the Detroit Health Department is hereby authorized to submit a grant application to the United States Conference of Mayors (USCM).



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
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DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

### Grant Application Request Form (GARF)

In order to secure the Office of Development and Grants (ODG) approval required under Section 18-4-2 of the Detroit City Charter, this form is to be filled out by City Departments as soon as possible upon learning of an opportunity that the Department would like to pursue. This form must be signed and submitted not later than 20 business days prior to the application deadline.

Please submit this form to the following ODG staff: Sajjiah Parker, Assistant Director, [parkersa@detroitmi.gov](mailto:parkersa@detroitmi.gov) and Greg Andrews, Program Analyst IV, [andrewsgr@detroitmi.gov](mailto:andrewsgr@detroitmi.gov)

City Department	Health Department
Date	8/30/2019
Department Contact Name	Alex
Department Contact Phone	Hill
Department Contact Email	hillelex@detroitmi.gov
Grant Opportunity Title	2020
Grant Opportunity Funding Agency	US Conference of Mayors 2020 Childhood Obesity Prevention
Web Link to Opportunity Information	<a href="http://www.surveyygizmo.com/s3/5109971/healthykids">http://www.surveyygizmo.com/s3/5109971/healthykids</a>
Award Amount (that Department will apply for)	\$150,000
Application Due Date	8/30/2019
Anticipated Proposed Budget Amount	\$150,000
City Match Contribution Amount	N/A
Source of City Match (Include Appropriation Number, Cost Center, and Object Code)	N/A
List of programs/services/activities to be funded and the Budget for each Sample: - ABC Afterschool program: \$150,000 - XYZ Youth leadership program: \$100,000 - Salary/Benefits: \$95,000 - Supplies: \$5,000	TBD based on funds awarded (1st prize \$150,000; 2nd prize \$25,000; funder did not request a detailed budget to accompany application)
Brief Statement of Priorities/Purpose for the Application Sample: To support expansion of promising youth development programs in MNO neighborhood.	The Detroit Health Department (DHD) is proposing a policy and systems implementation project for early child care and afterschool programs in order to improve healthy foods available and increase opportunities for physical activity among the children in order to prevent childhood obesity. DHD would coordinate a group of nonprofit partner organizations to be able to offer training and technical assistance to sites running child care and/or afterschool programs.
Key Performance Indicators to be Used to Measure the Programs/Services/Activities Sample: # of kids newly enrolled in ABC and XYZ % of kids from ABC who demonstrate improved educational performance	- Number of engagements and amount of materials distributed at early childcare and after-school sites

David Yeh

Director's Name (Please Print)

  
Director's Signature

9/13/19

Date



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

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September 18, 2019

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate the BF - 00E02493 U.S. Environmental Protection Agency for the FY 2019 Brownfields Program (Part C): Cleanup Grant**

The U.S. Environmental Protection Agency has awarded the City of Detroit Buildings, Safety, Engineering and Environmental Department with the FY 2019 Brownfields Program (Part C): Cleanup Grant for a total of \$436,742.00. The Federal share is \$436,742.00 of the approved amount, and there is a required cash match of \$87,348.00. The total project cost is \$524,090.00. The grant period is 10/01/2019 through 09/30/2022.

The objective of the grant is to environmentally prepare Riverside Park Parcel 3 for recreational use. The funding allotted to the department will be utilized to hire a contractor, and pay for travel and miscellaneous supplies. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 20687, with the match amount coming from appropriation number 21001.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

Ryan Friedrichs  
Director, Office of Development and Grants

CC:  
Katerli Bounds, Deputy Director, Grants  
Sajjiah Parker, Assistant Director, Grants

This request has been approved by the Law Department

This request has been approved by the Office of Budget

**RESOLUTION**

**Council Member** \_\_\_\_\_

**WHEREAS**, the Buildings, Safety Engineering and Environmental Department is requesting authorization to accept a grant of reimbursement from the U.S. Environmental Protection Agency in the amount of \$436,742.00, to environmentally prepare Riverside Park Parcel 3 for recreational use; and

**WHEREAS**, this request has been approved by the Law Department; and

**WHEREAS**, this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 20687, in the amount of \$524,090.00, which includes a cash match in the amount of \$87,348.00, coming from Appropriation 21001, for the FY 2019 Brownfields Program (Part C): Cleanup Grant.



	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00E02493 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 09/10/2019
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/17/2019
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 50052
		<b>RECIPIENT TYPE:</b> Municipal	
<b>RECIPIENT:</b> City of Detroit 2 Woodward Avenue, Suite 401 Detroit, MI 48226 EIN: 38-6004606		<b>PAYEE:</b> City of Detroit 2 Woodward Avenue, Suite 401 Detroit, MI 48226	
<b>PROJECT MANAGER</b> Anita Harrington 2 Woodward Avenue, Suite 401 Detroit, MI 48226 E-Mail: harringtona@detroitmi.gov Phone: 313-224-1467	<b>EPA PROJECT OFFICER</b> Craig Mankowski 77 West Jackson Blvd., L-17J Chicago, IL 60604-3507 E-Mail: mankowski.craig@epa.gov Phone: 312-886-9493	<b>EPA GRANT SPECIALIST</b> Kendra Kozak Assistance Section, MA-10J E-Mail: kozak.kendra@epa.gov Phone: 312-353-8834	
<b>PROJECT TITLE AND DESCRIPTION</b> Detroit Cleanup This agreement will provide funding to City of Detroit to clean up a brownfield site, parcel 3 of the Riverside Park in Detroit, Michigan. The site is composed of industrial fill and the cleanup will include addressing the 12 hotspots and soil contamination. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.			
<b>BUDGET PERIOD</b> 10/01/2019 - 09/30/2022	<b>PROJECT PERIOD</b> 10/01/2019 - 09/30/2022	<b>TOTAL BUDGET PERIOD COST</b> \$524,090.00	<b>TOTAL PROJECT PERIOD COST</b> \$524,090.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 06/26/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$436,742. EPA agrees to cost-share <u>83.33%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$436,742. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA Region 5 Mail Code MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5 Land Chemicals and Redevelopment Division 77 West Jackson Blvd., L-17J Chicago, IL 60604-3507	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Bruce Sypniewski - Deputy Director, Mission Support Division			<b>DATE</b> 09/10/2019

BF - 00E02493 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 436,742	\$ 436,742
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 87,348	\$ 87,348
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 524,090	\$ 524,090

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1905QEX065	19	E4	05Q3AG7	000D79	4114	G5PHOQ00	-	436,742
									436,742



Budget Summary Page: City of Detroit Riverside Park Brownfield Clean-Up Grant

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$0
<b>2. Fringe Benefits</b>	\$0
<b>3. Travel</b>	\$3,500
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$1,500
<b>6. Contractual</b>	\$519,090
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$0
<b>9. Total Direct Charges</b>	\$524,090
<b>10. Indirect Costs: % Base</b> <u>Not Applicable</u>	\$0
<b>11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)</b>	\$524,090
<b>12. Total Approved Assistance Amount</b>	\$436,742
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$436,742
<b>15. Total EPA Amount Awarded To Date</b>	\$436,742

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

### **A. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): [LVFC-grants@epa.gov](mailto:LVFC-grants@epa.gov) and [Kozak.Kendra@epa.gov](mailto:Kozak.Kendra@epa.gov)

MBE/WBE reports (EPA Form 5700-52A): [Francisca.Sproul@epa.gov](mailto:Francisca.Sproul@epa.gov)

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: [Kozak.Kendra@epa.gov](mailto:Kozak.Kendra@epa.gov) and [Mankowski.Craig@epa.gov](mailto:Mankowski.Craig@epa.gov)

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: [Mankowski.Craig@epa.gov](mailto:Mankowski.Craig@epa.gov)

### **B. Extension of Project/Budget Period Expiration Date**

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

### **C. Disadvantaged Business Enterprise (DBEs)**

**GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category with a cumulative total that exceed the threshold amount of **\$250,000**, including amendments and/or modifications. The recipient must make reporting a requirement of all sub-awards/loans. All procurement actions are reportable, not just that portion which exceeds **\$250,000**.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box titled "annual" and the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if the recipient believes this award does not meet these conditions, it must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Regional or Headquarters point of contact defined in the correspondence condition, if applicable.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

#### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Michigan Department of Environment Great Lakes & Energy** as follows:

MBE: 10%  
WBE: 7.50%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Michigan Department of Environment Great Lakes & Energy**.

#### **Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.

This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

### **Programmatic Conditions**

#### **FY19 Cleanup Cooperative Agreement Terms and Conditions**

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Cleanup Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

### **I. GENERAL FEDERAL REQUIREMENTS**

#### **A. Federal Policy and Guidance**

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2019 competition for Brownfield Cleanup cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.



3. The CAR must consider whether it is required to conduct cleanups through a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated Response Program, then the CAR is required to consult with the EPA Project Officer to ensure protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with Davis-Bacon, please see the Davis-Bacon Addendum to these terms and conditions.

**Davis Bacon Terms and Conditions For  
Cooperative Agreements with Cleanup Activities using Hazardous Waste Funding - Governmental  
Entities**

**DAVIS BACON PREVAILING WAGE TERM AND CONDITION**

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under CERCLA 104(g) and any other statute which makes DB applicable to EPA financial assistance. If a CAR has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer.

**1. Applicability of the Davis Bacon Prevailing Wage Requirements**

For the purposes of this term and condition, EPA has determined that all construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings, is subject to DB. If CAR encounters a unique situation at a site that presents uncertainties regarding DB applicability, the CAR must discuss the situation with EPA before authorizing work on that site.

**2. Obtaining Wage Determinations**

- (a) Unless otherwise instructed by EPA on a project specific basis, the CAR shall use the following

DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. CARs must obtain wage determinations for specific localities at <https://beta.sam.gov/>.

- (i) When soliciting competitive contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments) for, the excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings CAR shall use the "Heavy Construction" Classification.
- (ii) When soliciting competitive contracts or issuing ordering instruments for the construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height) CAR shall use "Building Construction" classification.
- (iii) When soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use "Residential Construction" classification.

Note: CARs must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a CAR, EPA determines that DB applies to a unique situation the Agency will advise the CAR which General Wage Classification to use based on the nature of the construction activity at the site.

(b) CARs shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the CAR shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the CAR may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the CAR.
- (ii) If the CAR does not award the contract within 90 days of the closure of the solicitation, any modifications or determination contained in the solicitation shall be effective unless EPA, at the request of the CAR, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The CAR shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (iii) If the CAR carries out Brownfield cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the CAR shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.

(c) CARs shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the CAR shall either terminate the

contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The CAR's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract Provisions

(a) The CAR shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the CAR obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The CAR, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CAR to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The CAR, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or CAR take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the

course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CAR who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the CAR for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the CAR.

(ii)(B) Each payroll submitted to the CAR shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of

Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, CAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan

approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the CAR, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The **CAR** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **CAR**, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the CAR shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the CAR shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or



subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a) The CAR shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The CAR must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The CAR shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. CARs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. CARs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The CAR shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The CAR shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. CARs must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The CAR shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) CARs must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

## **II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS**

### **A. Site Ownership**

1. The CAR may only clean up site(s) it solely owns that are specified in the workplan for this cooperative agreement. The CAR must retain ownership of the site(s) while Brownfield Cleanup Grant funds are disbursed for the cleanup of the site(s) and must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site(s). For the purposes of this agreement, the term "owns" means fee simple title unless EPA previously approved a different ownership arrangement.

### **B. Continuing Obligations for CARs**

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. The CAR must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing "all appropriate inquiries" into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the facility through: any direct or indirect familial relationship, any contractual, corporate, or financial relationship, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

- c. Demonstrating that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).
- d. Taking "reasonable steps" with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.
- e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.
- f. Providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.
- g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).
- h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

### **C. Site Substitution and Cleanup Method Changes**

1. The CAR must use funds provided by this agreement to clean up the brownfield site(s) in the EPA-approved workplan. The CAR may not substitute a different brownfield site.
2. The CAR may not make substantial changes to the cleanup method described in the workplan,

including changes to the expected cleanup based on public comment or other reasons, without prior EPA approval.

### **III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS**

#### **A. Sufficient Progress**

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 22) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated when an appropriate remediation plan is in place, institutional control development (if necessary) has commenced, initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed, and a solicitation for remediation services has been issued.

#### **B. Substantial Involvement**

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
  - b. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
  - c. EPA may waive any of the provisions in Section III.B.1. at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.
2. Effects of EPA's substantial involvement include:
  - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
  - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
  - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

#### **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site cleanup activities at a given site, if it does not have such a professional on staff.

#### **SELECT THE APPROPRIATE LANGUAGE**

3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law

cybersecurity requirements.

- a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.
4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

#### **D. Quarterly Progress Reports**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance* ), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1<sup>st</sup> quarter); January 1 – March 31 (2<sup>nd</sup> quarter); April 1 – June 30 (3<sup>rd</sup> quarter); and July 1 – September 30 (4<sup>th</sup> quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function resident within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
  - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Cleanup cooperative agreement, including the required cost share, and

related activities completed with other sources of leveraged funding.

- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on project schedule(s) and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); cost share contributions; program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR on the specific property(ies) under this cooperative agreement.
5. In accordance with 2 CFR § 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., clean up started) and any final accomplishments (i.e., clean up completed, contaminants removed, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize the Property Profile Form.

#### **F. Final Technical Cooperative Agreement Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328 *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
  - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
  - b. reasons why anticipated outputs/outcomes were not met; and
  - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

## IV. FINANCIAL ADMINISTRATION REQUIREMENTS

### A. Cost Share Requirement

1. CERCLA § 104(k)(10)(B)(iii) requires the recipient of this cooperative agreement to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source unless a Federal statute provides otherwise) of at least 20% (i.e., 20% of the total federal funds awarded, which equates to 16.67% of total project costs as shown in the budget table of this agreement). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement, be supported by adequate documentation, and otherwise comply with 2 CFR § 200.306. The recipient may use allowable administrative costs borne by the recipient or a third party to meet its cost share obligation, including indirect costs, subject to the 5% limit on administrative costs described in the Administrative Cost clause in Section IV. Administrative costs, whether paid for by EPA or used as cost share (or a combination of both), may not exceed the 5% limit.

### B. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA-approved workplan.
  - b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
  - c. Limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.
  - d. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
  - e. Ensuring that public participation requirements are met. This includes preparing a Community Relations Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
  - f. Establishing an Administrative Record.
  - g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
  - h. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
  - i. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.331 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community involvement pertaining to the cleanup activities.

2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
3. Under CERCLA § 104(k)(5)(B), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$21,837. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subaward administration by subrecipients paid for by EPA under the cooperative agreement, or used to meet the recipient's cost share, may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
  - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
  - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
  - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
  - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
  - v. Financial reporting under 2 CFR § 200.327.
  - vi. Non-federal audits required under 2 CFR 200 Subpart F; and
  - vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

### **C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
  - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;

- c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);
  - d. Job training unrelated to performing a specific cleanup at a site covered by the cooperative agreement;
  - e. To pay for a penalty or fine;
  - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
  - g. To pay for a response cost at a brownfield site for which the CAR is potentially liable under CERCLA § 107;
  - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
  - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR 200, Subpart E.
2. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
  - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
  - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
  - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

## **V. CLEANUP REQUIREMENTS**

### **A. Authorized Cleanup Activities**

1. The CAR shall prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.



## B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. **Competency of Organizations Generating Environmental Measurement Data :** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

## C. Community Relations and Public Involvement in Cleanup Activities

1. All cleanup activities require a site-specific Community Relations Plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
  - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: **"Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."**
  - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign

shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

3. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
4. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

#### **D. Administrative Record**

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

#### **E. Implementation of Cleanup Activities**

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.
2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and EPA to ensure an orderly transition should additional activities become necessary.

#### **F. Completion of Cleanup Activities**

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanup is complete. This documentation needs to be included as part of the Administrative Record.

#### **G. Inclusion of Additional Terms and Conditions**

1. In accordance with 2 CFR § 200.333 the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to cleanups supported with Cleanup cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.336.
2. The CAR has an ongoing obligation to advise EPA if it is assessed any penalties resulting from environmental non-compliance at the site(s) subject to this agreement.

## **VI. PAYMENT AND CLOSEOUT**

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

#### **A. Payment Schedule**

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

#### **B. Schedule for Closeout**

1. Closeout will be conducted in accordance with 2 CFR § 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
  - a. The CAR must submit the following documentation:
    - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
    - ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
  - b. The CAR must ensure that all appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.
  - c. As required by 2 CFR § 200.343, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

44



## Public Lighting Authority

65 Cadillac Square, Suite 3100  
Detroit, MI 48226  
313.324.8291 - office  
313.638.2805 - fax  
pladetroit.org

**Our mission** is to improve,  
modernize and maintain the  
street lighting system in Detroit.

October 22, 2019

The Honorable City Council  
1340 Coleman A. Young Municipal Center  
Detroit, Michigan 48226

**RE: Detroit Metro Convention & Visitors Bureau  
Petition #1117**

Dear Council Members:

The Detroit Metro Convention & Visitors Bureau is requesting permission to hang approximately 94 banners on Jefferson Avenue (between Washington and Beaubien) and Washington Boulevard (between Jefferson and Congress) to celebrate the 2020 International Convention of AA.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Detroit Metro Convention & Visitors Bureau on the above-mentioned streets from June 24, 2020 to July 6, 2020.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Beau Taylor", with a long horizontal flourish extending to the right.

Beau Taylor, Executive Director  
Public Lighting Authority

Enclosure: Petition

cc: Council Members  
File  
PLD



CITY OF DETROIT  
DEPARTMENT OF PUBLIC WORKS  
ADMINISTRATION DIVISION

OFFICE OF THE  
DETROIT CITY CLERK

2019 OCT 25 A 11:04

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 611  
DETROIT, MICHIGAN 48226  
(313) 224-3901 • TTY:711  
(313) 224-1464  
WWW.DETROITMI.GOV

October 22<sup>nd</sup>, 2019

**HONORABLE CITY COUNCIL**

**RE: Petition #1117 – Detroit Metro Convention & Visitors Bureau, request to put up banners on Jefferson Ave. and Washington Blvd. from June 24<sup>th</sup>, 2020 through July 6<sup>th</sup>, 2020 to celebrate the 2020 International Convention of AA.**

**The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on November 30, 2001, and subject to the following conditions:**

1. **Ninety four (94)** banners are to be located along Washington Blvd. from W. Congress St. to W. Jefferson Sr. Dr. and on Jefferson Ave. from Washington Blvd. to Beaubien St. as shown in the attached maps.
2. The duration of banner installation shall be from June 24<sup>th</sup>, 2020 through July 6<sup>th</sup>, 2020.
3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").
4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.
5. Banners shall not include flashing lights that may be distracting to motorists.
6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.
7. Commercial advertising is strictly prohibited on all banners; including telephone numbers, mailing addresses, and web site addresses.
8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.
9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns.
10. Sponsoring organizations may not include legends or symbols which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).
11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.



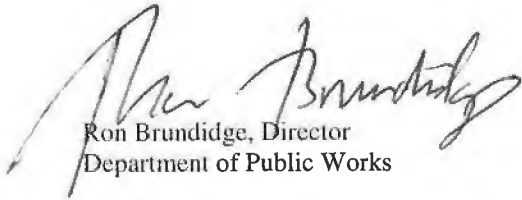
**HONORABLE CITY COUNCIL (Cont.)**

**Petition #1117**

12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.
13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.
14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.
15. The wording on the banners will be (please see below).
16. Since Jefferson Avenue is a state trunk line in the above location, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

Respectfully Submitted,



Ron Brundidge, Director  
Department of Public Works

Copy: Arthur Jemison, Mayor's Office  
Linda Vinyard, Mayor's Office  
Caitlin Marcon, DPW  
Ashok Patel, DPW Traffic Engineering Division

# WELCOME

2020 International  
Convention

L'amour et la tolérance, voilà notre code  
El amor y la tolerancia son nuestro código  
Love and Tolerance Is Our Code



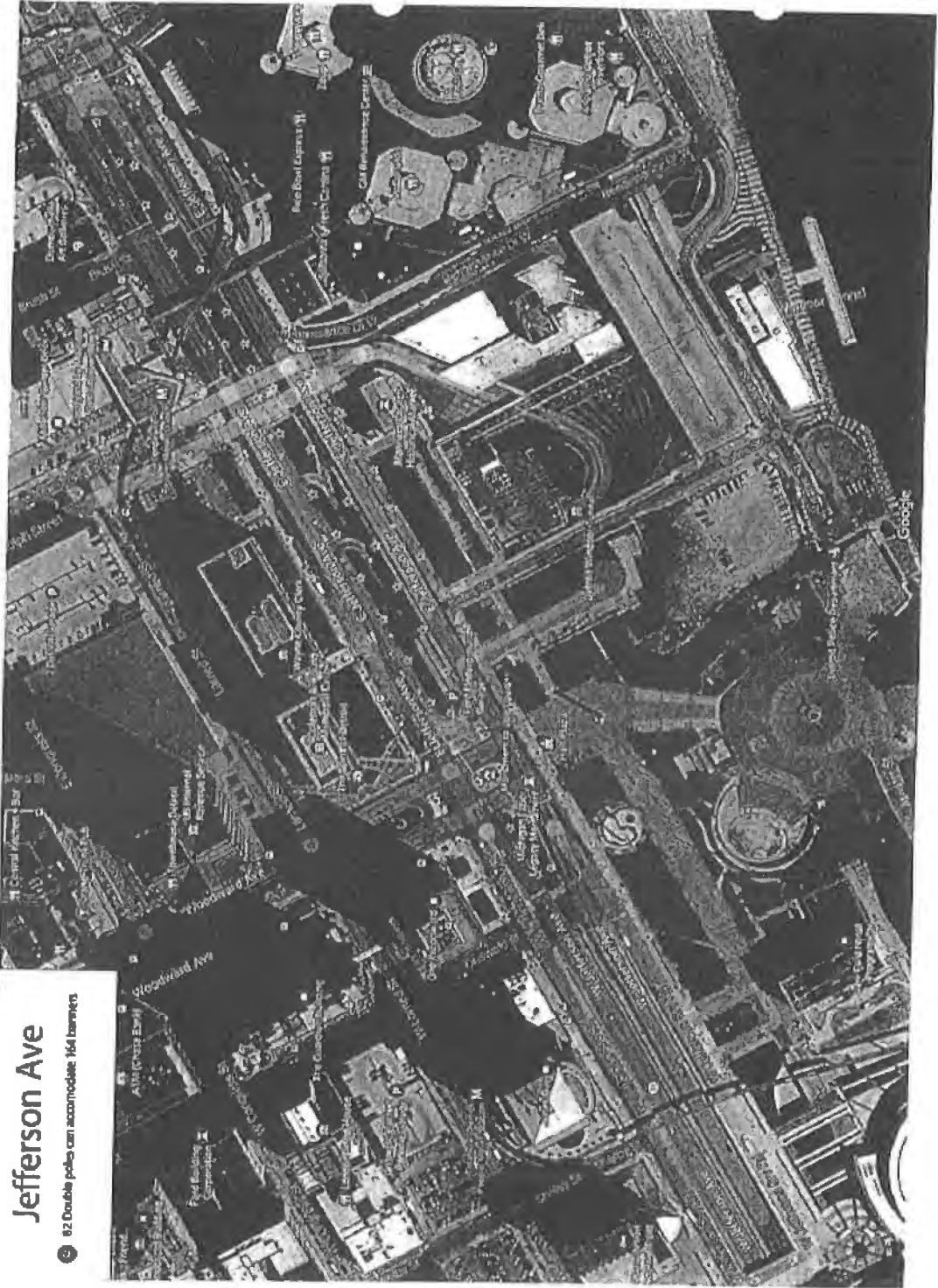
Detroit 2020



[visitdetroit.com](http://visitdetroit.com)







## Jefferson Ave

- 82 Double poles can accommodate 164 banners



## Public Lighting Authority

65 Cadillac Square, Suite 3100  
Detroit, MI 48226  
313.324.8291 – office  
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modernize and maintain the  
street lighting system in Detroit.

October 22, 2019

The Honorable City Council  
1340 Coleman A. Young Municipal Center  
Detroit, Michigan 48226

**RE: Detroit Metro Convention & Visitors Bureau  
Petition #1117**

Dear Council Members:

The Detroit Metro Convention & Visitors Bureau is requesting permission to hang approximately 94 banners on Jefferson Avenue (between Washington and Beaubien) and Washington Boulevard (between Jefferson and Congress) to celebrate the 2020 International Convention of AA.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Detroit Metro Convention & Visitors Bureau on the above-mentioned streets from June 24, 2020 to July 6, 2020.

Respectfully Submitted,

Beau Taylor, Executive Director  
Public Lighting Authority

Enclosure: Petition

cc: Council Members  
File  
PLD

**City of Detroit**  
OFFICE OF THE CITY CLERK

Janice M. Winfrey  
City Clerk

Andre P. Gilbert II  
Deputy City Clerk

**DEPARTMENTAL REFERENCE COMMUNICATION**

*Tuesday, October 22, 2019*

*To: The Department or Commission Listed Below*

*From: Janice M. Winfrey, Detroit City Clerk*

---

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

---

PUBLIC LIGHTING AUTHORITY    PLANNING AND DEVELOPMENT DEPARTMENT  
DPW - CITY ENGINEERING DIVISION

**1117**    *Detroit Metro Convention & Visitors Bureau, request to hang approximately 94 banners on Jefferson and Washington from June 24, 2020 to July 6, 2020 to celebrate the 2020 International Convention of AA.*

# City Of Detroit Banner Permit Application

## For Banners in the Public Right-Of-Way

This application is for the proposed banner(s) for a specified period of time only. The City of Detroit will be strictly adhering to the Banner Permit Guidelines; please print them out for reference. This form must be completed and returned at least **60 days** prior to the date of installation. If submitted later than 60 days prior, application is subject to denial. If the requested Banner location is on a Michigan State Truck Line or Wayne County Road the application must be submitted at least **180 days** prior to the date of installation. After expiration of the permit (if granted), or should the banner change in any way, another application will be required.

### SECTION 1 - APPLICANT INFORMATION

Contact Name: Sonya Robinson

Name of Organization: Detroit Metro Convention & Visitors Bureau

Mailing Address: 211 W. Fort, Ste. 1000, Detroit, MI 48226

Phone Number: 313-202-1997

E-Mail Address: srobinson@visitdetroit.com

#### Type of Banner(s) check all that apply:

☐ City of Detroit

☐ Non-Profit

☐ Other

☐ Community

☐ Business District

☒ Special Event

☐ Holiday

If registered as a non-profit, please indicate your non-profit status identification number and attach a copy of the certificate.

Non-profit identification number: \_\_\_\_\_

If applying for a business district banner(s) please identify the business district.

Business District: \_\_\_\_\_

#### Type of Request:

☒ Initial Permit

☐ Permit Renewal

If this request is for permit renewal, please provide the following:

Permit Identification Number: \_\_\_\_\_

Permit Expiration Date: \_\_\_\_\_

## SECTION 2 – COMMERCIAL BANNER COMPANY

Contact Name: James Rimmel

Name of Organization: Banner Sign Co.

Mailing Address: 6538 Russell Street, Detroit, MI 48211

Phone Number: 313-758-6737

E-Mail Address: jim@bannersignco.com

## SECTION 3 – BANNER INFORMATION

### Purpose of Banner(s):

Celebrate the 2020 International Convention of AA.

Time Period to display Banner(s): Install Date: 6/24/2020 Removal Date: 7/6/2020

Number of Banner(s) to display: ~~9~~ 4

Streets on which Banner(s) are to be displayed:

Jefferson between Washington and Beaubien.

Washington between Jefferson and Congress.

Are any of the poles located on a Michigan State Trunk Line or Wayne County Road?

Refer to listing of Trunk Lines and Wayne County Roads. ☒ YES [ ] NO

### Describe wording on the Banner(s) and any graphics:

"Love and tolerance is our code" in French, Spanish, and English, w/the International

Convention of AA logo (see attached).

The following items **MUST BE** included in the permit application package in order for it to be considered:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit

The undersigned applicant(s) agrees to abide by the provisions set by the City of Detroit to suspend a Banner or Banner(s) during the time period requested for this permit.

Michael O'Callaghan  
Applicant: Print Name

  
Applicant: Signature

10/11/2019  
Date

James Rimmel  
Commercial Banner Representative: Print Name  
*i.e., installer/remover*

  
Commercial Banner Representative: Signature

10/11/2019  
Date

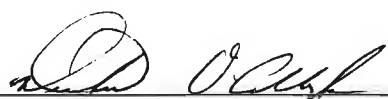


## AGREEMENT OF INDEMNITY

### CITY OF DETROIT:

For and in consideration of the granting of a permit by the City of Detroit to suspend a Banner or Banners, the undersigned does agree to indemnify and hold harmless the City of Detroit, its officers, agents and employees from any and all claims arising out of the placement of, maintenance of, use of, or removal of banners, including claims involving Banners (or the structure upon which they are hung) falling on people or property.

### INDEMNITOR (S):



Signature of Authorized Representative (Organization)

Name

211 W. Fort, Ste. 1000, Detroit, MI 48226

Address, City, State, Zip Code

313-202-1800

Phone Number

10/11/2019

Date



Signature of Authorized Representative (Banner Company)

James Rimmel

Name

6538 Russell Street, Detroit, MI 48211

Address, City, State, Zip Code

313-758-6737

Phone Number

10/11/2019

Date

## MAINTENANCE & REMOVAL AGREEMENT

It is understood and agreed that during the initial display, and subsequent renewal periods if applicable, the permittee shall be responsible for inspecting banners and poles; replacing and/or removing banners that are torn, defaced or in general disrepair, including rigging. Where any street banner is found to present an immediate threat of harm to the public health, welfare or safety, the City shall summarily cause its removal.

It is also understood and agreed that banners are to be removed within seventy-two (72) hours of the revocation date of the permit. Any street banner not removed within that time period shall be removed by the City without notice to the permittee.

If the City removes banners because they are in disrepair, present a threat of harm, or because the permit has expired, it is understood and agreed that a portion or all of the refundable deposit will be forfeited by the permittee in order to cover the City's expense. If the expense of removal exceeds the amount of deposit, it is understood and agreed that the excess amount shall be collected from the person/entity to which the permit was issued.

It is also understood and agreed that in such cases when the City removes banners there is no guarantee that the banners can be reclaimed by the permittee.

Michael O'Callaghan  
Applicant: Print Name

[Signature]  
Applicant: Signature

James Rimmel  
Commercial Banner Representative: Print Name  
*i.e., installer/remover*

[Signature]  
Commercial Banner Representative: Signature

10/11/2019  
Date

10/11/2019  
Date



## STATE TRUNK LINES & WAYNE COUNTY ROADS

Banners installed on State trunk lines or Wayne County Roads are subject to additional requirements. Permits for banners on State trunk lines or Wayne County Roads must comply with State and County guidelines. Please see the City of Detroit Policy on Banners in the Public Right-of-Way for details

### Michigan State Trunk Lines in the City of Detroit

Cadillac Square	Jeffries
Clark Street	John C. Lodge
Clifford & Middle	Michigan Avenue
Davison	Randolph (Cadillac Square to Jefferson)
Edsel Ford	Schaefer
Eight Mile Road	Shore Street
Fisher	Southfield
Ford Road	Telegraph Road
Fort Road	Van Dyke
Grand River	W. P. Chrysler
Gratiot	Washington Boulevard
Greenfield	Woodward
Groesbeck	Wyoming
Hoover	

### Wayne County Roads in the City of Detroit

#### Wayne County Roads

Chandler Park Drive  
Chandler Park Drive  
West Chicago Blvd.  
Conant  
Davison  
Davison  
Dix  
Dix  
Edward Hines Drive  
Fenkell  
Five Points  
Gaines  
Greenfield  
Greenfield  
West Jefferson  
Joy Road  
Kelly Road  
Kelly Road  
Lahser Road  
Lamphere Road

#### Limits

Dickerson to Outer Drive  
Whittier to Moross  
Lamphere to West City Limits  
South from Carpenter to Hamtramck West Line  
Twelfth to Highland Park West City Limits  
Syracuse to Dwyer  
Woodmere to West City Limits  
Rouge River Bridge to Oakwood Blvd  
West City Limits to South City Limits and Warren  
200 East of Wyoming to West City Limits  
Eight Mile Road to Puritan  
Southfield East Service Drive to 390 East  
Tireman to James Couzens Drive  
Paul to Tireman  
Brennan to Rouge River  
Greenfield to West City Limits  
Morang to Kingsville  
Kingsville to Eight Mile  
Chalfonte to Eight Mile Road  
Outer Drive South to R.R. to Outer Drive

## Wayne County Roads in the City of Detroit (continued)

### Wayne County Roads

### Limits

Mack	Wayburn to North City Limits (650' of Moross)
McNichols	Wyoming to Five Points
McNichols	Alley West of Oakland to G.T.W.R.R.
McNichols	G.T.W.R.R. to Dequindre
Miller Road	Deaborn Road to Fort Street
Moross Road	Redmond to Mack
Mound	Caniff to Eight Mile
Outer Drive	Dunfries to Bassett
Outer Drive	Warren to Livernois
Outer Drive	Dequindre to McNichols
Outer Drive	Conner to Chandler Park
Outer Drive	Alter to Whittier
Outer Drive	Chandler Park to Mack
Schaefer Highway	Oakwood Boulevard to Dunfries
Schaefer Highway	Dunfries to Bassett
Schoolcraft	Grand River to Patton
Seven Mile Road East	Gratiot to Redmond
Seven Mile Road East	Woodward to Five Points
Swift	West Line of Hull to East Line of Swift
Tireman	200' East of Miller Road (Meyers) to Greenfield
Warren	D.T.R.R. to 600' East
Warren	Greenfield to Heyden
Warren	Heyden to West City Limits
Wyoming	J 30' South of Michigan to Michigan
Wyoming	Ford Road to D.T.R.R.

# WELCOME

2020 International  
Convention

L'amour et la tolérance, voilà notre code  
El amor y la tolerancia son nuestro código  
Love and Tolerance Is Our Code



Detroit 2020



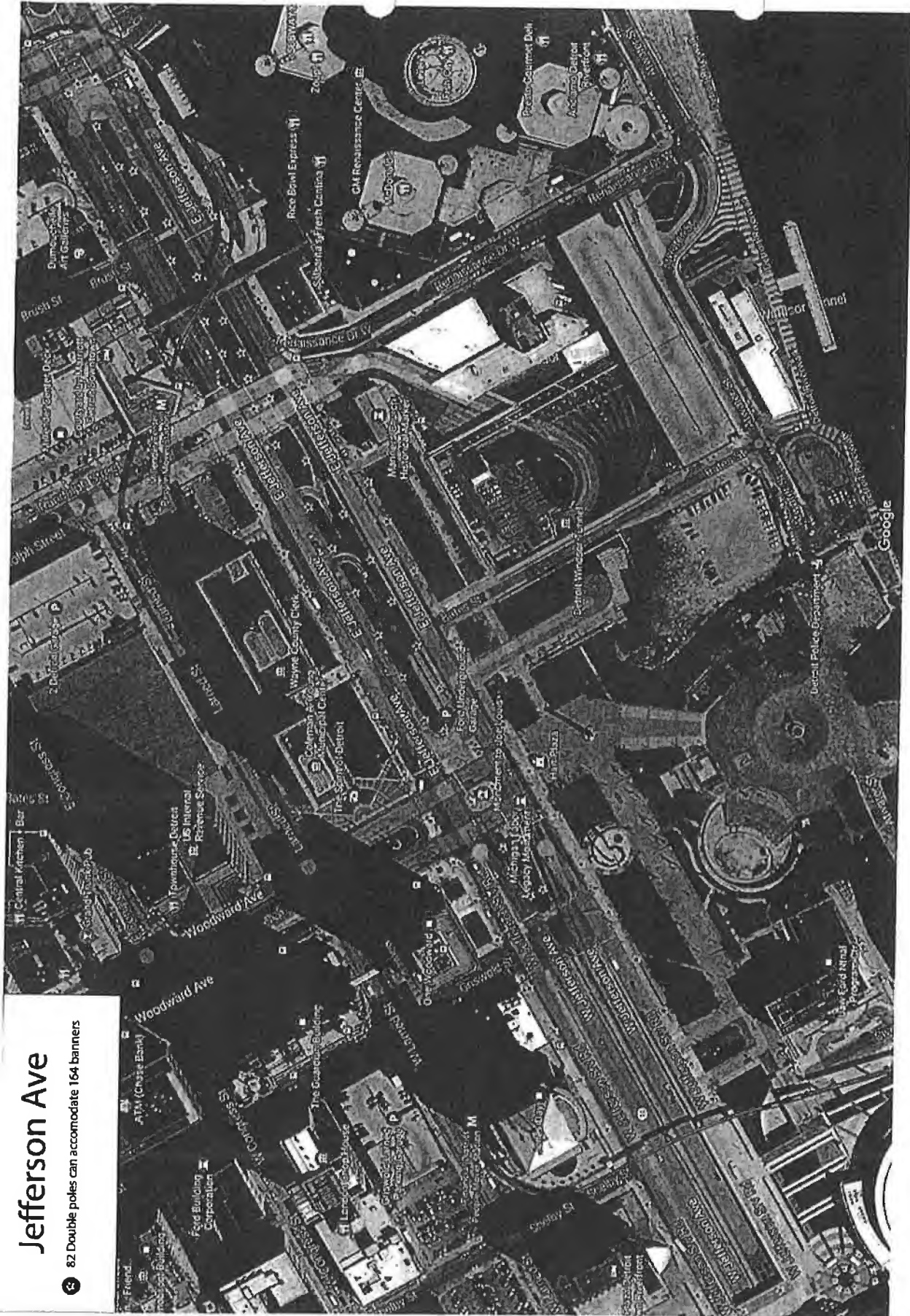
[visitdetroit.com](http://visitdetroit.com)





# Jefferson Ave

82 Double poles can accommodate 164 banners



BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.

POLE NUMBER	POLE LOCATION	TYPE OF POLE	BRACKET INFO.
1	2nd pole (North side) Jefferson East of Washington	METAL POLE	BANNERS PRESENT - Both sides
2	2nd pole (North side) Jefferson West of Shelby	METAL POLE	BANNERS PRESENT - Both sides
3	1st pole (North side) Jefferson West of Shelby	METAL POLE	BANNERS PRESENT - Both sides
4	1st pole (North side) Jefferson East of Shelby	METAL POLE	BANNERS PRESENT - Both sides
5	2nd pole (North side) Jefferson East of Shelby	METAL POLE	BANNERS PRESENT - Both sides
6	2nd pole (Northside) Jefferson West of Griswold	METAL POLE	BANNERS PRESENT - Both sides
7	1st pole (North side) Jefferson West of Griswold	METAL POLE	BANNERS PRESENT - Both sides
8	pole (North side) Jefferson East of Griswold	METAL POLE	BANNERS PRESENT - Both sides
9	middle pole (North side) Jefferson bet. Griswold & Woodward	METAL POLE	BANNERS PRESENT - Both sides
10	pole (North side) Jefferson West of Woodward	METAL POLE	BANNERS PRESENT - Both sides
11	pole (North side) Jefferson middle of Woodward	METAL POLE	BANNERS PRESENT - Both sides
12	1st pole (North side) Jefferson East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
13	2nd pole (North side) Jefferson East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
14	3rd pole (North side) Jefferson East of Woodward	METAL POLE	BANNERS PRESENT - Both sides

**BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.**

POLE NUMBER	POLE LOCATION	TYPE OF POLE	BRACKET INFO.
15	4th pole (North side) Jefferson East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
16	4th pole (North side) Jefferson West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
17	3rd pole (North side) Jefferson West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
18	2nd pole (North side) Jefferson West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
19	1st pole (North side) Jefferson West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
20	1st pole (North side) Jefferson East of Brush St.	METAL POLE	BANNERS PRESENT - Both sides
21	2nd pole (North side) Jefferson West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
22	1st pole (North side) Jefferson West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
23	1st pole (median North side) Jefferson West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
24	2nd pole (median North side) Jefferson West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
25	3rd pole (median North side) Jefferson West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
26	4th pole (median North side) Jefferson West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
27	3rd pole (median North side) Jefferson East of Randolph	METAL POLE	BANNERS PRESENT - Both sides
28	2nd pole (median North side) Jefferson East of Randolph	METAL POLE	BANNERS PRESENT - Both sides

**BANNER JOB.      707 - JEFFERSON AVE. between    WASHINGTON BLVD. & BEAUBIEN ST.**

POLE NUMBER	POLE LOCATION	TYPE OF POLE	BRACKET INFO.
29	1st pole (median North side) East of Randolph	METAL POLE	BANNERS PRESENT - Both sides
30	pole (North in middle median) Jefferson & Randolph	METAL POLE	BANNERS PRESENT - Both sides
31	1st pole (median North side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
32	2nd pole (median North side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
33	3rd pole (median North side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
34	4th pole (median North side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
35	3rd pole (median North side) East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
36	2nd pole (median North side) East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
37	1st pole (median North side) East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
38	pole ( North in middle median) Jefferson & Woodward	METAL POLE	BANNERS PRESENT - Both sides
39	pole (median North side) West of Woodward	METAL POLE	BANNERS PRESENT - Both sides
40	pole (median North side) East of Griswold	METAL POLE	BANNERS PRESENT - Both sides
41	pole (median South side) East of Griswold	METAL POLE	<b>NO BRACKETS</b> - Both sides
42	pole (median South side) West of Woodward	METAL POLE	BANNERS PRESENT - Both sides



**BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.**

POLE NUMBER	POLE LOCATION	TYPE OF POLE	BRACKET INFO.
43	pole (Center in middle median) Jefferson & Randolph	METAL POLE	BRACKETS PRESENT - Both sides
44	pole (South in middle median) Jefferson & Randolph	METAL POLE	BANNERS PRESENT - Both sides
45	1st pole (median South side) East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
46	2nd pole (median South side) East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
47	3rd pole (median South side) East of Woodward	METAL POLE	BANNERS PRESENT - Both sides
48	4th pole (median South side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
49	3rd pole (median South side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
50	2nd pole (median South side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
51	1st pole (median South side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
52	pole (South in middle median) Jefferson & Randolph	METAL POLE	BANNERS PRESENT - Both sides
53	pole (center of median) East of Randolph	METAL POLE	BANNERS PRESENT - Both sides
54	1st pole (median South side) East of Randolph	METAL POLE	BANNERS PRESENT - Both sides
55	2nd pole (median South side) East of Randolph	METAL POLE	BANNERS PRESENT - Both sides
56	3rd pole (median South side) East of Randolph	METAL POLE	BANNERS PRESENT - Both sides

**BANNER JOB.      707 - JEFFERSON AVE. between    WASHINGTON BLVD. & BEAUBIEN ST.**

POLE NUMBER	POLE LOCATION	TYPE OF POLE	BRACKET INFO.
57	3rd pole (median South side) West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
58	2nd pole (median South side) West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
59	pole (center of median) West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
60	1st pole (median South side) West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
61	1st pole (South side) West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
62	2nd pole (South side) West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
63	3rd pole (South side) West of Beaubien	METAL POLE	BANNERS PRESENT - Both sides
64	4th pole (South side) West Beaubien	METAL POLE	BANNERS PRESENT - Both sides
65	2nd pole (South side) East of Randolph	METAL POLE	BANNERS PRESENT - Both sides
66	1st pole (South side) East of Randolph	METAL POLE	BANNERS PRESENT - Both sides
67	1st pole (South side) West of Randolph	METAL POLE	BANNERS PRESENT - Both sides
68	2nd pole (South side) West of Randolph	METAL POLE	POLE MISSING
69	2nd pole (South side) East of Bates	METAL POLE	POLE MISSING
70	1st pole (South side) East of Bates	METAL POLE	POLE MISSING

**BANNER JOB. 707 - JEFFERSON AVE. between WASHINGTON BLVD. & BEAUBIEN ST.**

POLE NUMBER	POLE LOCATION	TYPE OF POLE	BRACKET INFO.
71	2nd pole (South side) West of Bates	METAL POLE	BANNERS PRESENT - Both sides
72	1st pole (South side) West of Bates	METAL POLE	BANNERS PRESENT - Both sides
73	pole (South side) Jefferson & Woodward	METAL POLE	BANNERS PRESENT - Both sides
74	pole (South side) West of Woodward	METAL POLE	BANNERS PRESENT - Both sides
75	pole (South side) East of Griswold	METAL POLE	BANNERS PRESENT - Both sides
76	pole (South side) Jefferson & Griswold	METAL POLE	BANNERS PRESENT - Both sides
77	1st pole (South side) West of Griswold	METAL POLE	BANNERS PRESENT - Both sides
78	2nd pole (South side) West of Griswold	METAL POLE	BANNERS PRESENT - Both sides
79	3rd pole (South side) West of Griswold	METAL POLE	BANNERS PRESENT - Both sides
80	4th pole (South side) West of Griswold	METAL POLE	BANNERS PRESENT - Both sides
81	pole (South of Westbound Jefferson) on Washington Blvd bridge	METAL POLE	BANNER PRESENT Bracket (one side)
82	pole (North of Eastbound Jefferson) on Washington Blvd bridge	METAL POLE	BANNER PRESENT Bracket (one side)

BANNERS PRESENT ON POLES - March 26, 2019 ; THREE (3) South Bound poles MISSING

BRACKETS MISSING - one (1) pole ; ONLY BRACKETS(NO BANNERS) present - one (1) pole

*Andrew J. Campbell*  
3-27-19  
FIELD CHECKED 3-26-19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Michigan Community Insurance Agency Inc. 49357 Pontiac Trail Ste 101 PO Box 930599 Wixom MI 48393-0599		<b>CONTACT NAME:</b> Kathy Powers <b>PHONE (A/C, No, Ext):</b> (248) 679-7000 <b>FAX (A/C, No):</b> (248) 926-5959 <b>E-MAIL ADDRESS:</b> certificate@MichiganCommunity.com	
<b>INSURED</b> Banner Sign Company Inc 6538 Russell Street Detroit, MI 48211		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Massachusetts Bay INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 22306	

**COVERAGES**

CERTIFICATE NUMBER: 2019/20 GL AU UM

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ODBD984423	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ODBD984423	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ODBD984423	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
A	<b>Errors &amp; Omissions</b>			ODBD984423	07/30/2019	07/30/2020	Each Occurrence 1,000,000
	Aggregate 2,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Detroit  
Coleman A. Young Municipal Center  
2 Woodward Ave  
Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raymond Tuszyński

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# BANNER PERMIT APPLICATION

*For Banners in Public Right-Of-Ways*

# Hanging Banners From Utility Poles Guidelines

The City of Detroit will allow on its light poles only Banners that promote or celebrate the City, its civic institutions, or public activities and events in the City. The City light poles will not be used for commercial advertising or for promoting any political social advocacy organization or political message.

No person or entity shall install, place, affix or attach a Banner on any property within the City of Detroit without first obtaining a permit. Banner permits are approved on a first-come, first-serve basis.

There are four categories of evaluation criteria:

1. Petitioner eligibility
2. Banner permit application package and fees
3. Banner specifications
4. Banner placement

The Banner permit application package must include the following items in order to be evaluated:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance – City of Detroit additional insured
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee submitted to Business License Department
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit – 5 or less Banners \$500.00; 6 or more Banners \$1000.00

Nothing may be attached to a utility or light pole without the permission of the City. The City Council can grant permission to attach Banners to Lighting Department poles. To get permission to hang Banners you must petition the City Council. The petition should identify where you want to hang the Banners, what the Banner will say and how long the Banners will hang.

No Banner will be allowed to block the view of traffic signals or signs. The Public Lighting Department will inspect the poles before advising the City Council about allowing any Banners to be attached. The permission given by City Council is good for up to six months. If you want to hang Banners for more than six months, you should petition the City Council for an extension.

The Public Lighting Department will supply a copy of its Banner Specifications upon request.

2019-10-22

**1117**

**1117**    *Petition of Detroit Metro Convention  
& Visitors Bureau, request to hang  
approximately 94 banners on  
Jefferson and Washington from June  
24, 2020 to July 6, 2020 to celebrate  
the 2020 International Convention of  
AA.*

---

**REFERRED TO THE FOLLOWING DEPARTMENT(S)**

PUBLIC LIGHTING AUTHORITY    PLANNING AND  
DEVELOPMENT DEPARTMENT  
DPW - CITY ENGINEERING DIVISION

45



Public Lighting Authority

65 Cadillac Square, Suite 3100  
Detroit, MI 48226  
313.324.0291 ~ office  
313.638.2805 ~ fax  
pladetroit.org

**Our Mission** is to improve,  
modernize and maintain the  
street lighting system in Detroit.

October 22, 2019

The Honorable City Council  
1340 Coleman A. Young Municipal Center  
Detroit, Michigan 48226

**RE: Downtown Detroit Partnership  
Petition #1074**

Dear Council Members:

The Downtown Detroit Partnership is requesting permission to use banner locations to install holiday lighting décor on approximately 260 poles on various streets in the downtown area during the holiday season.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for the Downtown Detroit Partnership to install holiday lighting décor on Michigan, Congress, Cass, Washington, Monroe, Griswold, State, Madison, Beaubien, Jefferson and Woodward Avenues from November 1, 2019 to March 1, 2020.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Beau Taylor', written over a horizontal line.

Beau Taylor, Executive Director  
Public Lighting Authority

Enclosure: Petition

cc: Council Members  
File  
PLD



**City of Detroit**  
OFFICE OF THE CITY CLERK

Janice M. Winfrey  
City Clerk

Andre P. Gilbert II  
Deputy City Clerk

**DEPARTMENTAL REFERENCE COMMUNICATION**

*Friday, September 6, 2019*

*To: The Department or Commission Listed Below*

*From: Janice M. Winfrey, Detroit City Clerk*

---

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

---

PLANNING AND DEVELOPMENT DEPARTMENT    PUBLIC LIGHTING AUTHORITY  
DPW - CITY ENGINEERING DIVISION

**1074**    *Downtown Detroit Partnership, request to hang approx. 260 banners on Michigan, Congress, Cass, Washington, Monroe, Griswold, State, Madison, Beaubien, Jefferson, Woodward from 11/1/19 to 3/1/20*

# BANNER PERMIT APPLICATION

*For Banners in Public Right-Of-Ways*



## **Hanging Banners From Utility Poles Guidelines**

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The Public Lighting Department will supply a copy of its Banner Specifications upon request.

# City Of Detroit Banner Permit Application

## For Banners in the Public Right-Of-Way

This application is for the proposed banner(s) for a specified period of time only. The City of Detroit will be strictly adhering to the Banner Permit Guidelines; please print them out for reference. This form must be completed and returned at least **60 days** prior to the date of installation. If submitted later than 60 days prior, application is subject to denial. If the requested Banner location is on a Michigan State Truck Line or Wayne County Road the application must be submitted at least **180 days** prior to the date of installation. After expiration of the permit (if granted), or should the banner change in any way, another application will be required.

### SECTION 1 - APPLICANT INFORMATION

Contact Name: Alana Tucker

Name of Organization: Downtown Detroit Partnership

Mailing Address: 1 Campus Martius, Suite 380 Detroit MI 48226

Phone Number: 313- 635-6953

E-Mail Address: alana.tucker@downtowndetroit.org

#### Type of Banner(s) check all that apply:

☐ City of Detroit

☒ Non-Profit

☐ Other

☐ Community

☐ Business District

☐ Special Event

☐ Holiday

If registered as a non-profit, please indicate your non-profit status identification number and attach a copy of the certificate.

Non-profit identification number: 38-3436456

If applying for a business district banner(s) please identify the business district.

Business District: N/A

#### Type of Request:

☒ Initial Permit

☐ Permit Renewal

If this request is for permit renewal, please provide the following:

Permit Identification Number:

Permit Expiration Date:

## SECTION 2 – COMMERCIAL BANNER COMPANY

Contact Name: Oscar Peterson

Name of Organization: Artistic Holiday Designs

Mailing Address: 202 Stephen St., Lemont, IL. 60439

Phone Number: 262-312-0315

E-Mail Address: oscar@artisticholidaydesigns.com

## SECTION 3 – BANNER INFORMATION

### Purpose of Banner(s):

Annually the Downtown Detroit Partnership installs Holiday Lighting around the downtown area. This request would be for utilization of banner location on the pole for the holiday lighting decor.

Time Period to display Banner(s): Install Date: 11/1/2019 Removal Date: 3/1/2020

Number of Banner(s) to display: 260

Streets on which Banner(s) are to be displayed:

Michigan, Congress, Cass, Washington, Monroe, Griswold, State  
Madison, Beaubien, Jefferson, Woodward

Are any of the poles located on a Michigan State Trunk Line or Wayne County Road?

Refer to listing of Trunk Lines and Wayne County Roads. ☒ YES ☐ NO

### Describe wording on the Banner(s) and any graphics:

Spirit of Detroit themed pole lighting decor

The following items **MUST BE** included in the permit application package in order for it to be considered:

- Completed banner permit application form
- Signed and dated indemnity agreement
- Signed and dated maintenance and removal agreement
- Copy of certificate of insurance
- Sketch, drawing, or actual sample of the banner to be displayed
- Listing and/or map of the specific locations for the Banner(s)
- \$100 non-refundable permit fee
- A refundable deposit to be held in escrow presented to Business License Department prior to the issuance of the Banner Permit

The undersigned applicant(s) agrees to abide by the provisions set by the City of Detroit to suspend a Banner or Banner(s) during the time period requested for this permit.

Alana Tucker

Applicant: Print Name

*Alana Tucker*

Applicant: Signature

Oscar Peterson

Commercial Banner Representative: Print Name  
*i.e., installer/remover*

*[Signature]*

Commercial Banner Representative: Signature

8/14/2019

Date

*8-14-2019*

Date

## AGREEMENT OF INDEMNITY

### CITY OF DETROIT:

For and in consideration of the granting of a permit by the City of Detroit to suspend a Banner or Banners, the undersigned does agree to indemnify and hold harmless the City of Detroit, its officers, agents and employees from any and all claims arising out of the placement of, maintenance of, use of, or removal of banners, including claims involving Banners (or the structure upon which they are hung) falling on people or property.

### INDEMNITOR (S):



Signature of Authorized Representative (Organization)

Alana Tucker

Name

1 Campus Martius, Suite 380 Detroit MI 48226

Address, City, State, Zip Code

313-635-6953

Phone Number

8/14/2019

Date



Signature of Authorized Representative (Banner Company)

Oscar Peterson

Name

202 Stephen St., Lemont, IL. 60439

Address, City, State, Zip Code

262-312-0315

Phone Number

8/14/2019

Date

## MAINTENANCE & REMOVAL AGREEMENT

It is understood and agreed that during the initial display, and subsequent renewal periods if applicable, the permittee shall be responsible for inspecting banners and poles; replacing and/or removing banners that are torn, defaced or in general disrepair, including rigging. Where any street banner is found to present an immediate threat of harm to the public health, welfare or safety, the City shall summarily cause its removal.

It is also understood and agreed that banners are to be removed within seventy-two (72) hours of the revocation date of the permit. Any street banner not removed within that time period shall be removed by the City without notice to the permittee.

If the City removes banners because they are in disrepair, present a threat of harm, or because the permit has expired, it is understood and agreed that a portion or all of the refundable deposit will be forfeited by the permittee in order to cover the City's expense. If the expense of removal exceeds the amount of deposit, it is understood and agreed that the excess amount shall be collected from the person/entity to which the permit was issued.

It is also understood and agreed that in such cases when the City removes banners there is no guarantee that the banners can be reclaimed by the permittee.

Alana Tucker

Applicant: Print Name



Applicant: Signature

Oscar Peterson

Commercial Banner Representative: Print Name  
*i.e., installer/remover*



Commercial Banner Representative: Signature

8/14/2019

Date

8/14/2019

Date



## STATE TRUNK LINES & WAYNE COUNTY ROADS

Banners installed on State trunk lines or Wayne County Roads are subject to additional requirements. Permits for banners on State trunk lines or Wayne County Roads must comply with State and County guidelines. Please see the City of Detroit Policy on Banners in the Public Right-of-Way for details

### Michigan State Trunk Lines in the City of Detroit

Cadillac Square	Jeffries
Clark Street	John C. Lodge
Clifford & Middle	Michigan Avenue
Davison	Randolph (Cadillac Square to Jefferson)
Edsel Ford	Schaefer
Eight Mile Road	Shore Street
Fisher	Southfield
Ford Road	Telegraph Road
Fort Road	Van Dyke
Grand River	W. P. Chrysler
Gratiot	Washington Boulevard
Greenfield	Woodward
Groesbeck	Wyoming
Hoover	

### Wayne County Roads in the City of Detroit

#### Wayne County Roads

Chandler Park Drive  
Chandler Park Drive  
West Chicago Blvd.  
Conant  
Davison  
Davison  
Dix  
Dix  
Edward Hines Drive  
Fenkell  
Five Points  
Gaines  
Greenfield  
Greenfield  
West Jefferson  
Joy Road  
Kelly Road  
Kelly Road  
Lahser Road  
Lamphere Road

#### Limits

Dickerson to Outer Drive  
Whittier to Moross  
Lamphere to West City Limits  
South from Carpenter to Hamtramck West Line  
Twelfth to Highland Park West City Limits  
Syracuse to Dwyer  
Woodmere to West City Limits  
Rouge River Bridge to Oakwood Blvd  
West City Limits to South City Limits and Warren  
200 East of Wyoming to West City Limits  
Eight Mile Road to Puritan  
Southfield East Service Drive to 390 East  
Tireman to James Couzens Drive  
Paul to Tireman  
Brennan to Rouge River  
Greenfield to West City Limits  
Morang to Kingsville  
Kingsville to Eight Mile  
Chalfonte to Eight Mile Road  
Outer Drive South to R.R. to Outer Drive

## Wayne County Roads in the City of Detroit (continued)

### Wayne County Roads

### Limits

Mack	Wayburn to North City Limits (650' of Moross)
McNichols	Wyoming to Five Points
McNichols	Alley West of Oakland to G.T.W.R.R.
McNichols	G.T.W.R.R. to Dequindre
Miller Road	Deaborn Road to Fort Street
Moross Road	Redmond to Mack
Mound	Caniff to Eight Mile
Outer Drive	Dunfries to Bassett
Outer Drive	Warren to Livernois
Outer Drive	Dequindre to McNichols
Outer Drive	Conner to Chandler Park
Outer Drive	Alter to Whittier
Outer Drive	Chandler Park to Mack
Schaefer Highway	Oakwood Boulevard to Dunfries
Schaefer Highway	Dunfries to Bassett
Schoolcraft	Grand River to Patton
Seven Mile Road East	Gratiot to Redmond
Seven Mile Road East	Woodward to Five Points
Swift	West Line of Hull to East Line of Swift
Tireman	200' East of Miller Road (Meyers) to Greenfield
Warren	D.T.R.R. to 600' East
Warren	Greenfield to Heyden
Warren	Heyden to West City Limits
Wyoming	J 30' South of Michigan to Michigan
Wyoming	Ford Road to D.T.R.R.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Kamm Insurance Group, Inc. 7N024 Medinah Road PO Box 129 Medinah IL 60157-0129		<b>CONTACT</b> NAME: Gina Cecconi PHONE (A/C, No, Ext): (630) 980-5000 FAX (A/C, No): (630) 980-9311 E-MAIL: gcecconi@kammgroup.com ADDRESS:	
<b>INSURED</b> ARTISTIC HOLIDAY DESIGNS LLC 202 STEPHEN STREET LEMONT IL 60439		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22292	

**COVERAGES**

CERTIFICATE NUMBER: 2019/2020 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		OHCA953809	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/OP AGG \$ 2,000,000	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			OHCA953809	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			OHCA953809	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 5,000,000	
	AGGREGATE \$ 5,000,000							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
	E.L. EACH ACCIDENT \$							
	E.L. DISEASE - EA EMPLOYEE \$							
	E.L. DISEASE - POLICY LIMIT \$							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Detroit is included as additional insured with respect to general liability coverage as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Detroit Building Safety Engineeri  
and Environmental Department  
2 Woodward Avenue  
Suite 401  
Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William Kamm/CECCON

*William J. Kamm*

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2019-09-06

1074

1074

*Petition of Downtown Detroit  
Partnership, request to hang approx.  
260 banners on Michigan, Congress,  
Cass, Washington, Monroe, Griswold,  
State, Madison, Beaubien, Jefferson,  
Woodward from 11/1/19 to 3/1/20*

**REFERRED TO THE FOLLOWING DEPARTMENT(S)**

PLANNING AND DEVELOPMENT DEPARTMENT    PUBLIC  
LIGHTING AUTHORITY  
DPW - CITY ENGINEERING DIVISION

46



**Public Lighting Authority**

65 Cadillac Square, Suite 3100  
Detroit, MI 48226  
313.324.8291 - office  
313.538.2805 - fax  
pladetroit.org

**OUR MISSION** is to improve,  
modernize and maintain the  
street lighting system in Detroit.

October 21, 2019

The Honorable City Council  
1340 Coleman A. Young Municipal Center  
Detroit, Michigan 48226

**RE: The Parade Company  
Petition #1075**

Dear Council Members:

The Parade Company is requesting permission to hang approximately 71 banners on Woodward Avenue between Jefferson and Adams to celebrate the 93<sup>rd</sup> Annual America's Thanksgiving Parade.

The Public Lighting Authority has inspected poles and finds them to be structurally sound and is recommending approval for The Parade Company to hang banners on Woodward Avenue from November 4, 2019 to November 29, 2019.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Beau Taylor', written over a horizontal line.

Beau Taylor, Executive Director  
Public Lighting Authority

Enclosure: Petition

cc: Council Members  
File  
PLD

**City of Detroit**  
OFFICE OF THE CITY CLERK

Janice M. Winfrey  
City Clerk

Andre P. Gilbert II  
Deputy City Clerk

**DEPARTMENTAL REFERENCE COMMUNICATION**

*Monday, September 9, 2019*

*To: The Department or Commission Listed Below*

*From: Janice M. Winfrey, Detroit City Clerk*

---

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

---

PLANNING AND DEVELOPMENT DEPARTMENT    PUBLIC LIGHTING AUTHORITY  
DPW - CITY ENGINEERING DIVISION

**1075**    *The Parade Company, request to hang approx. 71 "Celebrate America's Thanksgiving Parade" banners which will be displayed on Woodward between Jefferson and Adams from 11/4/19 to 11/29/19*

1075

Office Use Only: Petition Number:

City of Detroit

Banner Permit Application Form for  
Banners in the Public Right-of-Way

NOTE: This application is for the proposed banner(s) for a specified period of time only. After Expiration of the permit (if granted), or should the banner change in any way, another application will be required.

Please type or print information clearly:

I. APPLICANT INFORMATION

Contact Name: Tony Michaels

Name of Organization: The Parade Company

Mailing Address: 9500 Mt. Elliott Street

City/State/Zip Code: Detroit, MI 48211

Phone: ( ) 313-923-7400 Fax: ( )  E-Mail: tmichaels@theparade.org

Sponsoring Organization (if applicable): Art Van

Type of banner(s): ☐ City ☒ Non-profit\* ☐ Business district\*\*  
☐ Community ☒ Special Event ☒ Holiday

\*If registered as a non-profit, please indicate your non-profit status identification number and attach a copy of the certificate. Non-profit identification number: 38-2684772

\*\*If applying for a business district banner(s),  
please identify the business district:

Type of Request: ☒ Initial Permit ☐ Permit Renewal\*

\*If this request is for permit renewal, please provide the following:

Permit identification number:  Permit expiration date:



## II. COMMERCIAL BANNER COMPANY

Contact Name: James Rimmel  
Name of Organization: Banner Sign Co.  
Mailing Address: 6538 Russell Street  
City/State/Zip Code: Detroit, MI 48211  
Phone: (    ) 313-758-6737 Fax: (    )                      E-Mail: jim@bannersignco.com

### III. BANNER INFORMATION

Purpose of banner(s):  
Celebrate America's Thanksgiving Parade.

Time period to display banner(s): Installation Date: 11 / 04 / 2019 Removal Date: 11 / 29 / 2019

Number of banner(s) to display: 71

Streets on which banner(s) are to be displayed:  
Woodward between Jefferson and Adams.

Are any of the poles located on a Michigan State Trunk Line or Wayne County Road? (See listing of State Trunk Lines and Wayne County Roads attached.) ☐ Yes\*

	Yes*
<input checked="" type="checkbox"/>	No

\*If yes, please note that the application must be submitted a minimum of 180 days prior to requested installation date (see Section 3 of the Policy on Banners in the Public Right-of-Way for details).

Describe wording on banner(s) and any graphics:  
1) 93rd America's Thanksgiving Parade w/Art Van logo and Thanksgiving Parade graphic  
(Please see attached designs).

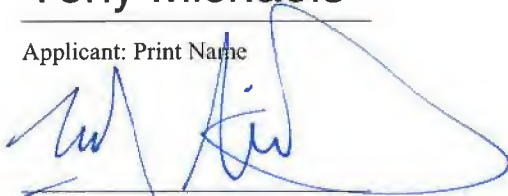
The following items **MUST BE** included in the permit application package in order for it to be considered:

1. Complete banner permit application form
2. Signed and dated indemnity agreement (Attachment A)
3. Signed and dated maintenance and removal agreement (Attachment B)
4. Copy of certificate of insurance
5. Sketch, drawing, or actual sample of the banner to be displayed (see example attached)
6. Listing and/or map of the specific locations for the banners
7. \$100 non-refundable permit fee
8. A refundable deposit (amount specified in Section 4 of the Policy on Banners in the Public Right-of-Way) to be held in escrow presented to the Consumer Affairs Department prior to the issuance of a banner permit

The undersigned applicant(s) agrees to abide by the provisions set by the City of Detroit to suspend a banner or banners during the time period requested for this permit.

**Tony Michaels**

Applicant: Print Name



Applicant: Signature

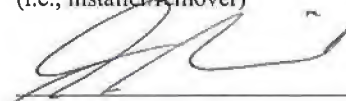
**08/30/2019**

Date:

**James Rimmel**

Commercial Banner Representative: Print Name

(i.e., installer/remover)



Commercial Banner Representative: Signature

**08/30/2019**

Date:

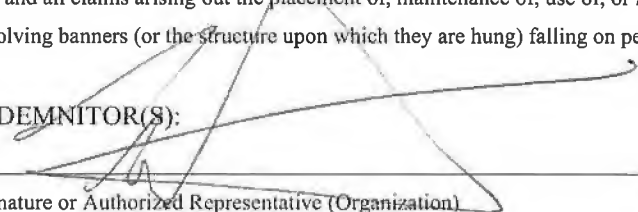
Attachment A  
AGREEMENT OF INDEMNITY

---

CITY OF DETROIT:

For and in consideration of the granting of a permit by the City of Detroit to suspend a banner or banners, the undersigned does agree to indemnify and hold harmless the City of Detroit, its officers, agents, and employees from any and all claims arising out the placement of, maintenance of, use of, or removal of banners, including claims involving banners (or the structure upon which they are hung) falling on people or property.

INDEMNITOR(S):

  
Signature or Authorized Representative (Organization)

Tony Michaels

Name

9500 Mt. Elliott Street

Address

Detroit, MI 48211

City, State, Zip Code

( ) 313-923-7400

08/30/2019

Telephone Number

Date

  
Signature of Authorized Representative (Banner Company)

James Rimmel

Name

6538 Russell Street

Address

Detroit, MI 48211

City, State, Zip Code

313-758-6737

08/30/2019

Telephone Number

Date

Attachment B  
MAINTENANCE & REMOVAL AGREEMENT

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It is understood and agreed that during the initial display, and subsequent renewal periods if applicable, the permittee shall be responsible for inspecting banners and poles, replacing and/or removing banners that are torn, defaced or in general disrepair, including rigging. Where any street banner is found to present an immediate threat of harm to the public health, welfare or safety, the City shall summarily cause its removal.

It is also understood and agreed that banners are to be removed within seventy-two (72) hours of the revocation date of the permit. Any street banner not removed within that time period shall be removed by the City without notice to the permittee.

If the City removes banners because they are in disrepair, present a threat or harm, or because the permit has expired, it is understood and agreed that a portion or all of the refundable deposit will be forfeited by the permittee in order to cover the City's expense. If the expense of removal exceeds the amount of deposit, it is understood and agreed that the excess amount shall be collected from the person/entity to which the permit was issued.

It is also understood and agreed that in such cases when the City removes banners there is no guarantee that the banners can be reclaimed by the permittee.

**Tony Michaels**

Applicant: Print Name



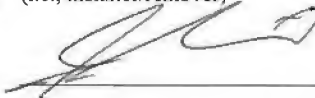
Applicant: Signature

**08/30/2019**

Date:

**James Rimmel**

Commercial Banner Representative: Print Name  
(i.e., installer/remover)



Commercial Banner Representative: Signature

**08/30/2019**

Date:

## STATE TRUNK LINES AND WAYNE COUNTY ROADS

---

Banners installed on State trunk lines or Wayne County Roads are subject to additional requirements. Permits for banners on State trunk lines or Wayne County Roads must comply with State and County guidelines.

(Please see the City of Detroit Policy on Banners in the Public Right-of-Way for details.)

### A. Michigan State Trunk Lines in the City of Detroit

Cadillac Square	Jeffries
Clark Street	John C. Lodge
Clifford & Middle	Michigan Avenue
Davison	Randolph (Cadillac Square to Jefferson)
Edsel Ford	Schaefer
Eight Mile Road	Shore Street
Fisher	Southfield
Ford Road	Telegraph Road
Fort Road	Van Dyke
Grand River	W. P. Chrysler
Gratiot	Washington Boulevard
Greenfield	Woodward
Groesbeck	Wyoming
Hoover	

### B. Wayne County Roads in the City of Detroit

<u>Wayne County Road</u>	<u>Limits</u>
Chandler Park Drive	Dickerson to Outer Drive
Chandler Park Drive	Whittier to Moross
West Chicago Blvd.	Lamphere to West City Limits
Conant	South from Carpenter to Hamtramck West Line
Davison	Twelfth to Highland Park West City Limits
Davison	Syracuse to Dwyer
Dix	Woodmere to West City Limits
Dix	Rouge River Bridge to Oakwood Blvd.
Edward Hines Drive	West City Limits to South City Limits and Warren
Fenkell	200 East of Wyoming to West City Limits
Five Points	Eight Mile Road to Puritan
Gaines	Southfield East Service Drive to 390 East
Greenfield	Tireman to James Couzens Drive
Greenfield	Paul to Tireman
West Jefferson	Brennan to Rouge River
Joy Road	Greenfield to West City Limits
Kelly Road	Morang to Kingsville
Kelly Road	Kingsville to Eight Mile
Lahser Road	Chalfonte to Eight Mile Road
Lamphere Road	Outer Drive South to R.R. to Outer Drive

B. Wayne County Roads in the City of Detroit (continued)

Mack	Wayburn to North City Limits (650' of Moross)
McNichols	Wyoming to Five Points
McNichols	Alley West of Oakland to G.T.W.R.R.
McNichols	G.T.W.R.R. to Dequindre
Miller Road	Dearborn Road to Fort Street
Moross Road	Redmond to Mack
Mound	Caniff to Eight Mile
Outer Drive	Dunfries to Bassett
Outer Drive	Warren to Livernois
Outer Drive	Dequindre to McNichols
Outer Drive	Conner to Chandler Park
Outer Drive	Alter to Whittier
Outer Drive	Chandler Park to Mack
Schaefer Highway	Oakwood Boulevard to Dunfries
Schaefer Highway	Dunfries to Bassett
Schoolcraft	Grand River to Patton
Seven Mile Road East	Gratiot to Redmond
Seven Mile Road East	Woodward to Five Points
Swift	West Line of Hull to East Line of Swift
Tireman	200' East of Miller Road (Meyers) to Greenfield
Warren	D.T.R.R. to 600' East
Warren	Greenfield to Heyden
Warren	Heyden to West City Limits
Wyoming	130' South of Michigan to Michigan
Wyoming	Ford Road to D.T.R.R.

**A. Hanging Banner from Utility Poles**

Nothing may be attached to a utility or light pole without the permission of the City. The City Council can grant permission to attach banner to Lighting Department poles. To get permission to hand banners you must petition the City Council. The petition should identify where you want to hang the banner(s), what the banner(s) will say and how long the banners will hang.

No banner will be allowed to block the view of traffic signals or signs. The Public Lighting Department will inspect the poles before advising the City Council about allowing any banners to be attached. The permission given by the City Council is good for up to six months. If you want to hang banners for more than six months, you should petition the City Council for an extension.

The Petitioner is responsible for purchasing, installing and removing the banners and the hardware needed to hang them.

The Public Lighting Department will supply a copy of its Banner Specifications upon request.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Michigan Community Insurance Agency Inc. 49357 Pontiac Trail Ste 101 PO Box 930599 Wixom MI 48393-0599		<b>CONTACT NAME:</b> Kathy Powers <b>PHONE (A/C, No, Ext):</b> (248) 679-7000 <b>FAX (A/C, No):</b> (248) 926-5959 <b>E-MAIL ADDRESS:</b> certificate@MichiganCommunity.com	
<b>INSURED</b> Banner Sign Company Inc 6538 Russell Street Detroit, MI 48211		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Massachusetts Bay INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 22306	

**COVERAGES** **CERTIFICATE NUMBER:** 2019/20 GL AU UM **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ODBD984423	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ODBD984423	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ODBD984423	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Errors &amp; Omissions</b>		ODBD984423	07/30/2019	07/30/2020	Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

City of Detroit  
Coleman A. Young Municipal Center  
2 Woodward Ave  
Detroit, MI 48226

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raymond Tuszyński



*Art!!*  
**Heart  
& Soul!**

**AMERICA'S  
THANKSGIVING  
PARADE®**

**DETROIT**

PRESENTED BY

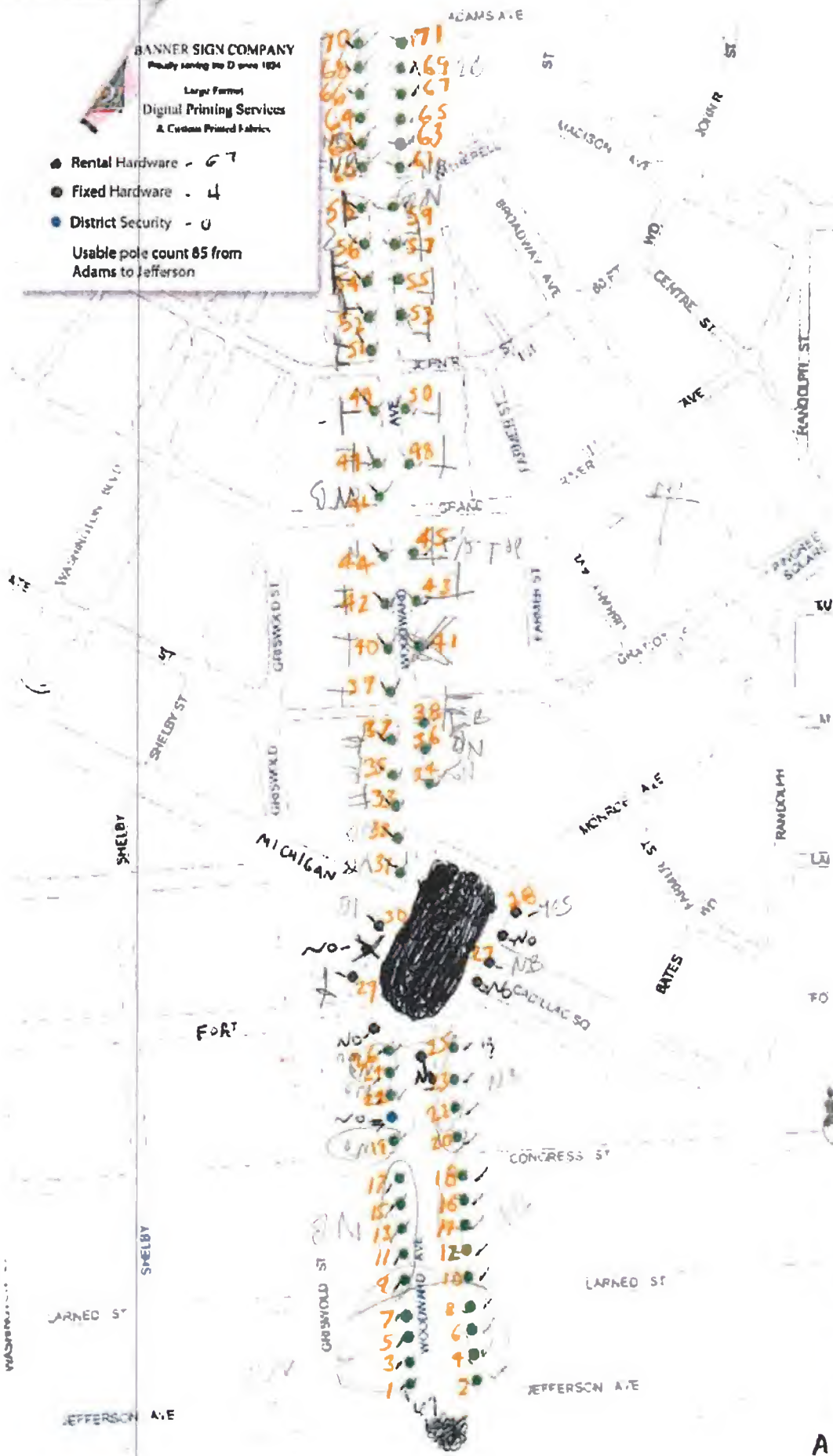


(This is 2018's art. 2019's art is not finalized.)

**BANNER SIGN COMPANY**  
 Proudly serving the D since 1934  
 Large Format  
 Digital Printing Services  
 & Custom Printed Fabrics

- Rental Hardware - 67
- Fixed Hardware - 4
- District Security - 0

Usable pole count 85 from  
 Adams to Jefferson



ALL POLES

2019-09-09

**1075**

**1075**    *Petition of The Parade Company,  
request to hang approx. 71 "Celebrate  
America's Thanksgiving Parade"  
banners which will be displayed on  
Woodward between Jefferson and  
Adams from 11/4/19 to 11/29/19*

---

**REFERRED TO THE FOLLOWING DEPARTMENT(S)**

PLANNING AND DEVELOPMENT DEPARTMENT    PUBLIC  
LIGHTING AUTHORITY  
DPW - CITY ENGINEERING DIVISION



# City of Detroit

## CITY COUNCIL

**MARY SHEFFIELD**  
COUNCIL PRESIDENT PRO TEM  
DISTRICT 5

### MEMORANDUM

**TO:** Gary Brown, Director, Detroit Water & Sewerage Department

**TRHU:** Council Member Scott Benson, Chair, Public, Health & Safety Standing Committee

**FROM:** Council President Pro Tem Mary Sheffield

**DATE:** October 21, 2019

**RE:** Collapsed Drain on Hyde Park Dr.

Please see attached photos of a collapsed drain on Hyde Park Drive approximately 50 feet from the entrance to Court Yard D. A resident has submitted this location in See Click Fix, and it has not been remediated. Please provide a response about the City's responsibility to fix this location and a timeline.

**CC:** Honorable Colleagues  
City Clerk

CITY CLERK 2019 OCT 22 PM 4:07





